



City of Raleigh

Purchasing Division
PO Box 590
Raleigh, NC 27602-0590
United States
Phone: 919-996-3240

| Purchase Order | | |
|---|-------------------|--------------|
| Purchase Order Date | PO/Reference No. | Revision No. |
| Apr 15, 2019 | 0000109229 | 0 |
| Contact Information Departmental Contact: Thomas Cullipher Department Contact E-Mail: lawrence.cullipher@raleighnc.gov Departmental Contact Phone: 919/996-1149 Purchasing Division Contact: McDowall, LaNelle | | |

Order acceptance instructions:

Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order. This includes City of Raleigh Purchase Order Terms & Conditions as of the date of this order which can be found at:
<http://www.raleighnc.gov/content/FinPurchasing/Documents/TermsAndConditions.pdf>

| Supplier Information | | Delivery Information | |
|---|--|--|-----------------------|
| Vendor Number | 0000007837 | Delivery Address | |
| Vendor Name | DATAWORKS PLUS LLC | City of Raleigh | |
| Address | 728 N. PLEASANTBURG DRIVE GREENVILLE, SC 29607 US | Police Information Services 6716 Six Forks Road Raleigh, NC 27615 United States | |
| Phone | +1 864-672-2780 | ShipTo Address Code | S0162 |
| F.O.B. | FOB Dest,Frght Prepd, Allowed | Delivery Information | |
| Payment Terms | 0% 0, Net 30 | Ship Via | Best Carrier-Best Way |
| Contract | no value | | |
| Billing Contact Information | | Billing Address | |
| Email: | accountspayable@raleighnc.gov | City of Raleigh | |
| Fax: | 919-996-7508 | Accounts Payable | |
| Phone: | 919-996-3210, option 3 | PO Box 590 | |
| ** Include this PO number on all invoices, packing lists, delivery tickets, packages, etc. ** | | Raleigh, NC 27602-0590 | |
| | | United States | |

| Line No. | Product Description | Vendor Item ID | Size / Packaging | Unit Price | Quantity | Ext. Price |
|----------|---|-----------------|--------------------------|------------------|----------|------------------|
| 1 of 2 | Dataworks Plus Face Plus Annual Server Software License | | EA | 5,972.00 USD | 1 EA | 5,972.00 USD |
| | Taxable City Item ID | Yes no value | Due Date Apr 15, 2019 | | | |
| 2 of 2 | One Year Software License for NEC Mataching Algorithm for 500,000 Templates | | EA | 37,500.00 USD | 1 EA | 37,500.00 USD |
| | Taxable City Item ID | Yes no value | Due Date Apr 15, 2019 | | | |

Shipping and Handling charges are calculated and charged by each supplier. The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes. These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.

| | |
|--------------|------------------|
| Subtotal | 43,472.00 |
| Tax1 | 3,151.72 |
| Tax2 | 0.00 |
| Shipping | 0.00 |
| Handling | 0.00 |
| Total | 46,623.72 |

Approval
Signature

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Mary L. Waller
Purchasing Manager

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR SERVICES

THIS CONTRACT is entered into by and between Dataworks Plus, LLC, hereinafter referred to as the "Contractor", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City"

WITNESSETH

WHEREAS, the City desires to procure a contractor to perform services, and

WHEREAS, the City has completed necessary steps for retention of professional and other services under applicable City policies, and

WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows

1 Scope of Services

The Contractor shall perform for the City the following described services:

Dataworks Plus will work with the City of Raleigh Police Department to conduct a ten (10) month Extension of the Dataworks Face Plus Facial Recognition Software System. The Deliverables are defined in the Proposal under Attachment "A" submitted on January 29th, 2019, Reference Number 19-0129-02-TEN and is included as an exhibit to this contract.

2 Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The work shall be completed on March 31st, 2019.

In the event the services under the Contract are not completed by this date, the Contractor shall be assessed liquidated damages of \$0 for each day's delay beyond the completion date. If liquidated damages are not applicable to this Contract, insert '(0) zero' in the space above.

3 Compensation, Time of Payment

For services to be performed hereunder, the City shall pay the Contractor a not to exceed total contract amount \$43,472.00 unless changed by a duly authorized amendment. The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment you may email all invoices to accountspayable@raleighnc.gov or mail all invoices to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the following Purchase Order Number 109779. Invoices submitted without the correct purchase order number will result in delayed payment.

4 Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

5 Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following

City of Raleigh
Attn Lawrence Cullipher
Telephone 919-996-1149
6716 Six Forks Road
Raleigh, NC 27615

Contractor
Rick Johnson
Phone 864 672-2787
728 North Pleasantbury Drive
Greenville, SC 29607

6 Non-discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

7 Minority or Women-Owned Businesses

The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact Maria Torres, MWBE Coordinator, PO BOX 590 Raleigh, NC 27602

8 Assignment

This Contract may not be assigned without the express written consent of the City

9 Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division

10 Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile

coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site

Worker's Compensation & Employers' Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read 'City of Raleigh is named additional insured as their interest may appear'

Certificate of Insurance – Contractor agrees to provide GOR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager

11 Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense), and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract

12 Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

13 Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

14 Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

15 Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

16 Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including

A Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

17 Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

18 Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives

19 Audit

The City of Raleigh Internal Audit Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

20 E - Verify

Contractor shall comply with E-Verify, the federal E Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N C G S §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N C G S §64-25 et seq.

21 IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N C G S § 147-86 55, et seq. In compliance with the requirements of the Iran Divestment Act and N C G S § 147-86 59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

22 Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties, and suspend all prior oral or written statements, agreements or Contracts

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail

The remainder of this page remains blank intentionally

THIS CONTRACT is entered into this _____ day of _____, 20____
IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly
authorized officer(s), and the City has executed with the signature of its City Manager, attested by its
(Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written

CONTRACTOR

By



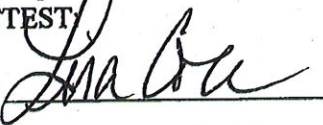
Brad Bylenga / General Manager

Printed Name/Title

(If corporate)

ATTEST

By



Lisa Cole / CFO

Printed Name/Title

(Affix Seal)



CITY OF RALEIGH

By

City Manager or Authorized Designee

ATTEST

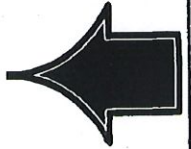
By

(Deputy) Clerk Treasurer

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM

City Attorney



LLC


STATE OF South Carolina

COUNTY OF Greenville

I, Lisa M Cole, a Notary Public for said County and State,

Do hereby certify that Brad Bylenga, Managing
Member of DataWorks Plus, LLC, a limited liability company, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument, on
behalf of the company

WITNESS my hand and official stamp of seal, this 12th day of
March, 2019


Notary Public

(SEAL)

My Commission Expires 10/3/2023



ATTACHMENT

A

Facial Recognition Pilot System (Ten Month Extension)

| Description | Unit Price | Qty | Total Price |
|--|--------------|-----|--------------|
| Dataworks Plus Face Plus Annual Server Software License | \$7 166 00 | 1 | \$5 972 00 |
| Server Hardware/Software PowerEdge 420 <ul style="list-style-type: none"> • Dual Intel® E5® 2430 6core Cpu s • 48,gigs Ram • 2 x 600gig HDD s (Raid 1) • Windows Server 2012 standard • 6 Network ports • Redundant Power Supplies • Microsoft SQL Database Management System | Use Existing | 1 | Use Existing |
| One year software license for NEC matching Algorithm for 500,000 templates | \$45 000 00 | 1 | \$37 500 00 |
| Facial Recognition Advanced Case Management Software License (1 user license) <ul style="list-style-type: none"> • Image editing tools • Side by Side Facial Comparison • Charting <p>Note Each workstation using this software must be registered with Facial Recognition Server</p> | Use Existing | 1 | Use Existing |
| Facial Recognition Image Enhancement/3D/Pose Correction Software License NOTE This software is integrated with Advanced Case Management Software | Use Existing | 1 | Use Existing |
| Face Plus Smart Phone Application | Use Existing | 5 | Use Existing |
| Integration with CCBI Regional Photo Imaging System | Included | 1 | Included |
| Facial Recognition Template Generation from Wake County CCCBI Existing Photo Imaging Database (includes conversion of photo captured with Dataworks Digital Photo Manager System) | NA | 0 | NA |
| Professional Services <ul style="list-style-type: none"> ► Program Management and System Configuration | Included | 1 | Included |
| Warranty The one-year extension price does not include a warranty If you feel a maintenance contract is needed for the one year pilot extension, the cost to cover the items purchased with initial installation is | Not Included | 0 | \$0 00 |

| | | | |
|--|--|--|-------------|
| an additional \$4,226 00 | | | |
| Prorated TOTAL thru March 31, 2019 (10 months) | | | \$43,472 00 |

PAYMENT TERMS

- 1) 100% Due with Purchase Order
- 2) Net 45

PRICE DOES NOT INCLUDE

- DataWorks Plus technology uses the existing Agency Network. Networking will be the responsibility of your agency.
- Customer provided hardware and software for network connectivity to each workstation.
- Cellular Service, Data Plan for wireless networking.
- State/Local Tax